

**A RESOLUTION
BY TRANSPORTATION COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENTS TO CERTAIN USE AGREEMENTS WITH AIRLINES OPERATING AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT ADDRESSING PAYMENT OF SUPPLEMENTAL LANDING FEES TO REIMBURSE THE CITY FOR OPERATIONS AND MAINTENANCE COSTS ASSOCIATED WITH RUNWAY 10-28 ("5TH RUNWAY"); AND FOR OTHER PURPOSES.

WHEREAS, from time to time, the City of Atlanta ("City") has entered into Airport Use Agreements and other similar agreements (collectively, "Airport Use Agreements") addressing airline ("Atlanta Airlines") use of certain portions of Hartsfield-Jackson Atlanta International Airport ("Airport"); and

WHEREAS, the City has designed and constructed the 5th Runway at the Airport which, when completed and placed into service, will cause incremental changes in operations and maintenance costs ("O&M Costs") at the Airport; and

WHEREAS, the City and Atlanta Airlines desire to amend the Airport Use Agreements to provide for the payment of Supplemental Landing Fees to cover these additional O&M Costs;

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is authorized to execute Amendments to the Airport Use Agreements, listed on Exhibit 1 attached, which shall contain substantially the following terms and conditions:

1. **Recovery of Supplemental O&M Amounts.** The City will be entitled to recover from the Atlanta Airlines on a monthly basis during the remaining terms of the Airport Use Agreements (through and including September 30, 2010) appropriate Supplemental Landing Fees calculated to recover the estimated annual additional O&M Costs as follows:

<u>Calendar Year:</u>	<u>Supplemental O&M Amount:</u>
2006	\$5,000,000.00
2007	\$5,100,000.00
2008	\$5,200,000.00
2009	\$5,300,000.00
2010	\$5,400,000.00

2. **Allocation and Payment of Supplemental Landing Fees.** Supplemental Landing Fees must be paid monthly by the Atlanta Airlines beginning on the first day of the month that the City commences billing for the Supplemental Landing Fees and continuing through and including September 30, 2010. The City will

allocate, annually on a calendar year basis, to each Atlanta Airline a portion of the O&M Costs based upon the ratio of the Basic Landing Fees paid by each Atlanta Airline during the twelve (12) month period immediately preceding May 1 of each year to the total Basic Landing Fees paid by all of the Atlanta Airlines during that period. The annual allocation of the O&M Costs for the calendar year 2010 will be recovered over a nine-month period ending September 30, 2010.

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare appropriate Amendments to the Airport Use Agreements for execution by the Mayor.

BE IT FINALLY RESOLVED, that no Amendment will become binding upon the City, and the City will incur no obligation or liability under it until it has been executed by the Mayor, approved as to form by the City Attorney, attested to by the Municipal Clerk and delivered to the appropriate Atlanta Airline.

Exhibit 1

Airport Use Agreements

DELTA AIRLINES, INC.
AIRTRAN AIRWAYS, INC.
ASA, INC.
AMERICAN AIRLINES, INC.
FEDERAL EXPRESS CORP.
CONTINENTAL AIRLINES, INC.
NORTHWEST AIRLINES, INC.
KOREAN AIR
UPS COMPANY
US AIRWAYS, INC.
AIR FRANCE
UNITED AIRLINES, INC.
LUFTHANSA
AMERICA WEST AIRLINES, INC.
EVA
JAL
CHINA AIRLINES
BRITISH AIRWAYS
FRONTIER AIRLINES
ABX AIR, INC.
MIDWEST EXPRESS AIRLINES, INC.
AIR CANADA
AIR JAMAICA
POLAR AIR CARGO